



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

November 13, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT WITH SECURITAS SECURITY SERVICES, INCORPORATED
FOR AS-NEEDED SECURITY GUARD SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to sign the attached agreement with Securitas Security Services, Incorporated (Securitas) for a term of three (3) years, with options to extend for two (2) additional one-year periods, and thereafter, for six (6) months in any increment. The agreement with Securitas will provide as-needed armed/unarmed security guard services for County courthouses and designated Los Angeles County Sheriff's Department's (Department) facilities located in Los Angeles County.
2. Authorize the Sheriff, or his designee, to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; and to execute amendments to meet the needs of the Department, including the above extension provisions, if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of this agreement will provide as-needed armed/unarmed security guard services for County courthouses and designated Department facilities. Currently, International Services, Incorporated (International) is providing similar services for the rest of the County.

At this time, the Department requires an additional agreement with Securitas to focus on downtown Los Angeles, Pomona, Norwalk, West Covina, and Downey area courthouses while leaving International to cover the rest of the County.

A Tradition of Service

Implementation of Strategic Plan Goals

The service provided under this agreement supports the County's Strategic Goal 1, Service Excellence, by providing quality security guard services to County courthouses and facilities.

FISCAL IMPACT/FINANCING

The funding for this service will be approximately \$250,000 per year including month-to-month extensions.

The Department has identified funding in the Fiscal Year 2006-07 operating budget and will continue to allocate funding annually for each year of the total contract term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is responsible for providing security for the County's courthouses. An agreement with International was approved on April 10, 2007, to provide as-needed security services for Los Angeles County courthouses.

The Contractor is in compliance with all Board, Chief Executive Office, and County Counsel requirements.

The agreement has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

An Invitation for Bid was released January 18, 2007. The information was posted on the County of Los Angeles and the Department's websites. The list of potential bidders included those that responded to the website posting, as well as bidders obtained from the Department's Court Services Division. A total of 14 firms expressed interest in the Invitation for Bid and three (3) firms submitted bids.

After a review of the bids, one did not meet the minimum requirements. Of the two qualified bidders, International was the lowest responsible bidder and was awarded the first contract. Securitas was the other qualified bidder.

The Department has evaluated this agreement and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreement.

The Honorable Board of Supervisors
November 13, 2007
Page 3

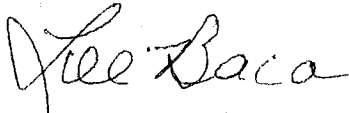
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on the Department's operations and services.

CONCLUSION

Upon Board approval, please return two (2) adopted copies of this action to the Department's Contracts Unit.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

AGREEMENT NO.



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SECURITAS SECURITY SERVICES USA, INCORPORATED

FOR

AS-NEEDED SECURITY GUARD SERVICES

76397

COUNTY OF LOS ANGELES

Table of Contents

RECITALS	1
1.0 AGREEMENT AND INTERPRETATION	1
1.1 Agreement.....	1
1.2 Interpretation.....	1
1.3 Additional Terms and Conditions	2
1.4 Construction	2
2.0 DEFINITIONS	2
3.0 ADMINISTRATION OF AGREEMENT – COUNTY.....	4
3.1 County Project Director.....	4
3.2 County Project Manager.....	5
3.3 County Project Monitor.....	6
3.4 Consolidation of Duties	7
3.5 Other County Personnel.....	7
3.6 County Personnel - General.....	8
4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR.....	8
4.1 Contractor Project Director.....	8
4.2 Contractor Project Manager.....	8
4.3 Approval of Contractor's Staff.....	9
4.4 Project Status Reports by Contractor.....	10
5.0 WORK; APPROVAL AND ACCEPTANCE.....	10
6.0 CHANGE ORDERS AND AMENDMENTS	10
6.1 General	10
6.2 Audit of Change Order Work.....	11
7.0 TERM.....	11
8.0 PRICES AND FEES.....	11
8.1 General	11
8.2 Consumer Price Index.....	12

8.3	Maximum Contract Sum.....	12
9.0	COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.....	12
10.0	INVOICES AND PAYMENTS.....	13
10.1	General.....	13
10.2	Approval of Invoices.....	13
10.3	Detail.....	13
10.4	Submission of Invoices.....	13
10.5	No Out-of-Pocket Expenses.....	14
10.6	Contractor Responsibility.....	14
10.7	County's Right to Withhold.....	14
11.0	LIQUIDATED DAMAGES.....	14
12.0	NOTICES.....	15
13.0	ARM'S LENGTH NEGOTIATIONS.....	16
14.0	CALIFORNIA LABOR CODE AND PREVAILING WAGES.....	16
15.0	NO GUARANTY OF WORK.....	17
16.0	SURVIVAL.....	17
	SIGNATURE PAGE.....	18

EXHIBITS

- EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
- EXHIBIT B – STATEMENT OF WORK
- EXHIBIT C – CONTRACTOR FEES
- EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT E1 – CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
- EXHIBIT E2 - CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Securitas Security Services USA, Incorporated, hereinafter referred to as Contractor, to provide As-Needed Security Guard Services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department is responsible for providing security guard services at entryways to County courthouses and various Department facilities throughout Los Angeles County; and

WHEREAS, County provides security officers and security assistants for most of the facilities, but does not have a pool of personnel to fill all vacancies and provide back-ups for absent personnel at the various courthouses and facilities; and

WHEREAS, County has determined that the services are needed on an as-needed basis; and

WHEREAS, Contractor is a private firm specializing in providing security guard services; and

WHEREAS, Contractor represents that it possesses the necessary knowledge and technical competence and sufficient staffing to provide services to the Department; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through E, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

1.2.3. Exhibit C – Contractor Fees

1.2.4 Exhibit D - Contractor's EEO Certification

1.2.5 Exhibit E1– Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit E2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.3 Additional Terms and Conditions

Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction

The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Subparagraph 1.1 (Agreement).

2.2 "Armed Security Guards" has the meaning set forth in Subparagraph 8.1 (Statement of Work).

2.3 "Board" means the Los Angeles County Board of Supervisors.

- 2.4 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.5 "Change Order" has the meaning set forth in Paragraph 6.0 (Change Orders and Amendments)
- 2.6 "Contractor Key Personnel" has the meaning set forth in Subparagraph 4.3.2.
- 2.7 "Contractor Project Director" has the meaning set forth in Subparagraph 4.1 (Contractor Project Director).
- 2.8 "Contractor Project Manager" has the meaning set forth in Subparagraph 4.2 (Contractor Project Manager).
- 2.9 "County" has the meaning set forth in the Recitals.
- 2.10 "County Branch Supervisor" has the meaning set forth in Subparagraph 3.5.1 (County Branch Supervisor).
- 2.11 "County Counsel" means County's Office of the County Counsel.
- 2.12 "County Indemnitees" has the meaning set forth in Subparagraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.13 "County Project Director" has the meaning set forth in Subparagraph 3.1 (County Project Director).
- 2.14 "County Project Manager" has the meaning set forth in Subparagraph 3.2 (County Project Manager).
- 2.15 "County Project Monitor" has the meaning set forth in Subparagraph 3.3 (County Project Monitor).
- 2.16 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work or any approved Change Order or amendment.
- 2.17 "Department" has the meaning set forth in the Recitals.
- 2.18 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.19 "Effective Date" means the first date on which this Agreement has been executed by all parties and approved by the Board.
- 2.20 "Hourly Rate" means, for Contractor's personnel, the fully burdened hourly rates set forth in Exhibit C (Contractor Fees), each of which such rates includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.

- 2.21 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.22 "Initial Term" has the meaning set forth in Paragraph 7.0 (Term).
- 2.23 "Jury Service Program" has the meaning set forth in Paragraph 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.24 "Maximum Contract Sum" has the meaning set forth in Paragraph 8.0 (Prices and Fees).
- 2.25 "Option Term" has the meaning set forth in Paragraph 7.0 (Term).
- 2.26 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.27 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any approved Change Order or amendment.
- 2.28 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.29 "Term" has the meaning set forth in Paragraph 7.0 (Term).
- 2.30 "Unarmed Security Guard" has the meaning set forth in Subparagraph 8.1 (Statement of Work).
- 2.31 "Watch Commander" has the meaning set forth in Subparagraph 3.5.2 (Watch Commander).
- 2.32 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

- 3.1.1 "County Project Director" for this Agreement shall be the following person:

Steven Biagini, Lieutenant
Court Services Division
Los Angeles County Sheriff's Department
1000 South Fremont Avenue,
Bldg A9E, 5th Floor South
Alhambra, California 91803

Telephone: (626) 300-3106

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6.0 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Helen Missakian, OAlI
Court Services Division
Los Angeles County Sheriff's Department
1000 South Fremont Avenue, Unit A9E
Alhambra, California 91803

Telephone: (626) 300-3101

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to the County Project Manager, such notice, report, or other delivery shall be made to the County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 The County Project Manager shall oversee the day-to-day activities relating to this Agreement.

- 3.2.4 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time give to such person by County.
- 3.2.5 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.6 The County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.7 The County Project Manager shall be available to key Contractor personnel for consultation and reporting problems on a twenty-four (24) hour, seven (7) days a week basis. The County Project Manager shall provide Contractor with telephone number(s) where he/she can be reached at all times.

3.3 County Project Monitor

- 3.3.1 The County Project Monitor shall monitor Contractor's performance of this Agreement. The Project Monitor shall be responsible for the following:
1. Review Contractor employees' Training Jackets annually or upon request from the County Project Manager to ensure that the training, certification and other requirements are up to date.
 2. Meet with the Contractor Project Manager at least on a semi-annual basis to evaluate Contractor's performance and compliance with the Statement of Work and on the following:
 - a. Employee certification requirements;
 - b. Employee training requirements;
 - c. Contractor's reports;
 - d. Contractor's staffing plan;
 - e. Employee background investigations;
 - f. Weapons list;
 - g. Status of County-provided equipment, if applicable,

- h. Any other requirements as requested by County.
3. Consult with the County Project Manager and when appropriate, prepare a Contract Discrepancy Report for any deficiencies found in services being provided by the Contractor.
4. Perform scheduled and non-scheduled on-site inspections, and review actions taken by Contractor in response to Contract Discrepancy Report.

3.4 Consolidation of Duties

County reserves the right to consolidate the duties of the County Project Manager, which duties are enumerated in Subparagraph 3.2 (County Project Manager), and the duties of County Project Monitor, which duties are enumerated in Subparagraph 3.3 (County Project Monitor), into one County position, and to assign all such duties to one individual who will act as County's technical liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Subparagraph 0.

3.5 Other County Personnel

3.5.1 County Branch Supervisor

1. The Branch Supervisor is a designated Department employee who is stationed at a courthouse or Department facility who is responsible for the daily security operations in that court or facility.
2. The Branch Supervisor will direct the actions and duties of Contractor's security guards through Post Orders or Facility Orders.

3.5.2 Watch Commander

The Watch Commander is responsible for the security operations of the Department during after-hours, when Branch Supervisors are unavailable or not on duty. The Watch Commander is located at the following address:

Court Services Division
1000 South Fremont Avenue, Unit A9E
Alhambra, California 91803

Telephone: (626) 300-3111

3.6 County Personnel - General

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Carol A. Mitchell
Securitas Security Services USA, Inc.
3325 Wilshire Boulevard, Suite 1100
Los Angeles, California 90010

Phone: (213) 637-5513
Fax: (213) 637-5555
Email: Carol.Mitchell@securitas.com

4.1.2 Contractor Project Director shall be responsible for Contractor's performance of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager.

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Sergio A. Quiroz
Securitas Security Services USA, Inc.
3325 Wilshire Boulevard, Suite 1100
Los Angeles, California 90010

Phone: (213) 385-1662
Fax: (213) 637-5555

- 4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Subparagraph 4.4 (Project Status Reports by Contractor).
- 4.2.3 Contractor Project Manager shall be available by telephone or pager to respond to emergencies and other critical operational requirements twenty-four (24) hours a day, seven (7) days a week.
- 4.2.4 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

4.3 Approval of Contractor's Staff.

- 4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 4.3.2 Contractor shall endeavor to assure continuity during the Term Of Contractor personnel performing key functions under this Agreement, including armed and unarmed security officers, and supervising security officers (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.
- 4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

- 4.3.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor.

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and each County Project Manager with minimum monthly written reports ("Project Status Reports") which contain the information set forth in the Statement of Work, and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5.0 WORK; APPROVAL AND ACCEPTANCE

General

Contractor acknowledges that, subject to this Paragraph 5.0 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable on a monthly basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5.0 (Work; Approval and Acceptance), Paragraph 8.0 (Prices and Fees), and Paragraph 10.0 (Invoices and Payments).

6.0 CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6.0 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director, with the concurrence of County Counsel, and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of

time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

- 6.1.2 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.2 Audit of Change Order Work.

County is entitled to audit, in accordance with Paragraph 42.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6.0 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7.0 TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for a period of three (3) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to two (2) additional one-year periods, and thereafter for a maximum of six (6) months in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7.0 (Term).

If at any time during the Initial Term or Option Term, as the case may be, the Contractor needs to terminate the Agreement, the Contractor will give the County at least six (6) months written notice.

8.0 PRICES AND FEES

8.1 General

The prices and fees for this Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Agreement. Exhibit C (Contractor Fee) specifies the hourly rates for armed and unarmed security officers and supervising security officers for each annual period. These rates shall remain fixed and firm for the duration of the Agreement. County will pay Contractor monthly in arrears for the number of hours worked by Contractor employees for the previous month at the rates specified in Exhibit C (Contractor Fee). The Contractor shall not be entitled

to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

- 8.2 The Agreement (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employees salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

8.3 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this agreement for the Term. All payments under this Agreement shall be in accordance with Exhibit C (Contractor Fees).

- 8.4 The number of armed and unarmed security officers required by the County is dependent upon courthouse/facility needs, full-time vacant positions, the planned absence (vacation, other planned leave) relief factor, and vacancies resulting from unplanned absences (sick). The amount due to Contractor will vary from month to month.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

- 9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions).

County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 General

Contractor shall be paid monthly in arrears. Contractor invoices shall be submitted to County by the tenth (10th) day of the month following the billing period. County shall submit payment to Contractor within thirty (30) days after correct invoice has been approved for payment by the County Project Manager.

10.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Manager, as evidenced by County Project Manager's countersignature, prior to any payment thereof. All invoices will be reviewed and verified by the County Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval.

10.3 Detail

Each invoice submitted by Contractor shall include:

10.3.1 County's Agreement Number;

10.3.2 Billing Period;

10.3.3 Billing Date

10.3.4 Service location

10.3.5 Name of Contractor employees

10.3.6 Dates services provided

10.3.7 Number of hours worked by each employee, rate of pay, total paid to each employee

10.3.8 Total charges for services at service location.

10.3.9 Copy of all employee timesheets

10.4 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice, addressed as shown below:

Original Invoice to:

Los Angeles County Sheriff's Department
Court Services Division
1000 South Fremont Avenue, Room
Alhambra, California 91803
Attention: Helen Missakian

Copy to:

Los Angeles County Sheriff's Department
Accounts Payable Section – Jian Li
4700 Ramona Boulevard, Room 326
Monterey Park, California 91754

10.5 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor. In the event that Contractor submits an inaccurate invoice, the County Project Manager shall return such invoice to the Contractor Project Manager with a letter to explain the discrepancies in the submitted invoice and request a corrected invoice. Contractor shall submit the corrected invoice to the parties specified in Subparagraph 10.4 (Submission of Invoices). County payment will be made within thirty (30) days of approval of corrected invoice by the County Project Manager.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11.0 LIQUIDATED DAMAGES

- 11.1 If, in the judgment of the County Project Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the

Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the County Project Director in a written notice describing the reasons for said action.

11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the County Project Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment 3, Technical Exhibits (Statement of Work), Technical Exhibits 2, and that the Contractor shall be liable to the County for liquidated damages in the said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

11.2.3 Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by County.

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Subparagraph 11.2, and shall not, in any manner, restrict or limit the County's right to terminate the Agreement as agreed to herein.

12.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail

transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Steven Biagini, Lieutenant
Court Services Division
1000 South Fremont Avenue,
Bldg. A9E, 5th Floor
Alhambra, California 91803

with a copy to:

(2) Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Suite 214
Monterey Park, CA 91754-2169
Attention: Irma Cobos
Facsimile: (323) 526-5074

To Contractor: Securitas Security Services, Inc.
3325 Wilshire Boulevard, Suite 1100
Los Angeles, California 90010
Attention: Carol Mitchell
Facsimile: (213) 637-5555

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14.0 CALIFORNIA LABOR CODE AND PREVAILING WAGE

14.1 Contractor, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State and local laws related to labor.

14.2 Contractor, its subcontractors, agents, and employees shall pay the prevailing wages established by the State Department of Industrial Relations to those employees who perform work, which is subject to the prevailing wage requirement of the California Labor Code.

14.3 Contractor, its subcontractors, agents, and employees are directed to comply with the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for covered crafts, and neither Contractor nor any subcontractor hereunder shall require or permit any covered worker to perform any of the Work described herein for more than eight (8) hours during any one calendar day or more than forty (40) hours during any one calendar week without paying overtime except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, Contractor shall forfeit to the County the penalty set forth therein.

15.0 NO GUARANTY OF WORK

This Agreement is intended to provide the County with armed/unarmed security services on an "as-needed" basis. As such, the County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services, or any services at all during the term of this Agreement. The determination as to the need for such services shall rest solely within the discretion of the County.

16.0 SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1.0 (Agreement and Interpretation), 2.0 (Definitions), 8.0 (Prices and Fees), 10.0 (Invoices and Payments), 11.0 (Liquidated Damages), 12.0 (Notices), 13.0 (Arm's Length Negotiations), 14.0 (California Labor Code and Prevailing Wages), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

LOS ANGELES COUNTY
AS-NEEDED ARMED, UNARMED SECURITY GUARD SERVICES AGREEMENT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By *George B. Bunker*
Chair, Board of Supervisors

SECURITAS SECURITY SERVICES, INC.

By: *Carol Mitchell*
Name: CAROL MITCHELL
Title: Branch Manager
Date: 10-23-07

ATTEST:
SACHI A. HAMAI
Executive Officer
Board of Supervisors



By: *[Signature]*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By: *[Signature]*
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: *[Signature]*
Gary Gross
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49

DEC 04 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBITS FOR AGREEMENT

AGREEMENT FOR
SECURITY GUARD SERVICES

TABLE OF CONTENTS OF EXHIBITS

EXHIBITS

- A ADDITIONAL TERMS AND CONDITIONS
- B STATEMENT OF WORK
- C CONTRACTOR'S FEES
- D CONTRACTOR'S EEO CERTIFICATION

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- E1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT
- E2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

ADDITIONAL TERMS & CONDITIONS

COUNTY OF LOS ANGELES

TABLE OF CONTENTS

Page

1.0	SUBCONTRACTING.....	1
2.0	DISPUTE RESOLUTION PROCEDURE.....	3
3.0	CONFIDENTIALITY.....	5
4.0	TERMINATION FOR INSOLVENCY.....	7
5.0	TERMINATION FOR DEFAULT.....	8
6.0	TERMINATION FOR CONVENIENCE.....	9
7.0	TERMINATION FOR IMPROPER CONSIDERATION.....	9
8.0	TERMINATION FOR GRATUITIES.....	10
9.0	EFFECT OF TERMINATION.....	10
10.0	WARRANTY AGAINST CONTINGENT FEES.....	11
11.0	AUTHORIZATION WARRANTY	12
12.0	FURTHER WARRANTIES	12
13.0	INDEMNIFICATION AND INSURANCE	13
14.0	INTELLECTUAL PROPERTY INDEMNIFICATION.....	16
15.0	BUDGET REDUCTIONS.....	16
16.0	FORCE MAJEURE.....	16
17.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	17
18.0	COMPLIANCE WITH APPLICABLE LAW.....	18
19.0	FAIR LABOR STANDARDS.....	19
20.0	NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES	19
21.0	NONDISCRIMINATION IN SERVICES.....	20

TABLE OF CONTENTS
(continued)

	<u>Page</u>
22.0 EMPLOYMENT ELIGIBILITY VERIFICATION.....	21
23.0 HIRING OF EMPLOYEES.....	21
24.0 CONFLICT OF INTEREST.....	21
25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.....	22
26.0 RESTRICTIONS ON LOBBYING.....	22
27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT.....	22
28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.....	23
29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST	23
30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	23
31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	23
32.0 RECYCLED-CONTENT PAPER.....	24
33.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	24
34.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	26
35.0 ACCESS TO COUNTY FACILITIES	26
36.0 COUNTY FACILITY OFFICE SPACE	26
37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.....	26
38.0 PHYSICAL ALTERATIONS.....	26
39.0 FEDERAL EARNED INCOME TAX CREDIT	27
40.0 ASSIGNMENT BY CONTRACTOR.....	27
41.0 INDEPENDENT CONTRACTOR STATUS.....	27
42.0 RECORDS AND AUDITS.....	28

TABLE OF CONTENTS (continued)

	<u>Page</u>
43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES	29
44.0 NO THIRD PARTY BENEFICIARIES.....	30
45.0 MOST FAVORED PUBLIC ENTITY	30
46.0 COUNTY'S QUALITY ASSURANCE PLAN.....	30
47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	30
48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)	31
49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT.....	31
50.0 SAFELY SURRENDERED BABY LAW.....	31
51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	32
52.0 PUBLIC RECORDS ACT	32
53.0 WAIVER.....	32
54.0 GOVERNING LAW, JURISDICTION, AND VENUE.....	32
55.0 SEVERABILITY.....	33
56.0 RIGHTS AND REMEDIES	33
57.0 FACSIMILE	33

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) (as used in this Exhibit A (Additional Terms and Conditions)), this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
 - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior

written approval of the County Project Director, which approval shall not be unreasonably withheld; and

- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Contract)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their

officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2. If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 0 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Contract (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2 Disclosure of Information.

- 3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3. The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

6.3 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as though work is not being terminated by such notice.

6.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with the Sample Contract, Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

- 9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the Agreement, to the extent applicable; and
- 9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Contractor's Fees) of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

- 10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

- 10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

- 12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.
- 12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.
- 12.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subparagraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Karen Anderson, Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

- i. Specifically identify the Agreement;

- ii. Clearly evidence all coverages required in the Agreement;
- iii. Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;
- iv. Include a copy of the blanked additional insured endorsement to the commercial general liability policy, as evidence of County's additional insured status.
- v. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

- i. General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
- ii. Auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident.

- iii. Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- i. Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence, or as soon as reasonably possible.
- ii. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.
- iii. Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- iv. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, or alternatively, after advance written notice to

Contractor, County may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 0 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, the Contractor shall continue to provide all of the services set forth in this Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible Contractors.
- 17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed five (5) years, and terminate any or all existing contracts Contractor may have with County.
- 17.3 County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Contract, including this Agreement, with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- 17.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.9 These terms shall also apply to subcontractors of County contractors, including Contractor.

18.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.
- 20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission,

enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.
- 22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 0 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

- 24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no

spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

- 24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

- 25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this

Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations

in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that

employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

- 33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.
- 33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under the Agreement. The cost of background checks is the responsibility of the Contractor.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

37.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

40.0 ASSIGNMENT BY CONTRACTOR

- 40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 40.0, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 40.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

41.0 INDEPENDENT CONTRACTOR STATUS

- 41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

- 41.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 41.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

42.0 RECORDS AND AUDITS

- 42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and

other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are

applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Henry Yee, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

50.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

The Contractor and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Exhibit A (Additional Terms and Conditions); as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

52.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

53.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the

Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

57.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

* * *

STATEMENT OF WORK

**STATEMENT OF WORK
AS-NEEDED SECURITY GUARD SERVICES**

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
1.0	Scope of Work	1
2.0	Facilities and Specific Tasks	2
3.0	Quality Control	2
4.0	Quality Assurance Plan	3
5.0	Hours and Days of Operation	4
6.0	County's Responsibilities	6
6.1	Personnel	6
6.2	County-Furnished Items	7
6.3	Court Appearances	8
7.0	Contractor's Responsibilities	8
7.1	Purpose	8
7.2	General	8
7.3	Personnel	9
7.4	Contractor Furnished Items	14
7.5	Parking Fees	18
7.6	Contractor's Office	18
8.0	Contractor's Work Requirements	19

**STATEMENT OF WORK
AS-NEEDED SECURITY GUARD SERVICES**

TABLE OF CONTENTS

SECTION

PAGE

8.1	Armed/Unarmed Security Officer and Supervisor General Requirements and Qualifications	19
8.2	General Performance Requirements	19
8.3	Security Officer Tasks and Duties	21
8.4	Supervising Security Officer Tasks and Duties	24
8.5	Contractor Employee Work Hours	25
9.0	Reporting Requirements	26
10.0	Transition Period	27
11.0	Performance Requirements Summary	27

EXHIBIT B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Los Angeles County (County) requires a firm or firms to provide as-needed trained and certified armed and unarmed security services during regular work week hours, weekends and after hours for specified Los Angeles County Sheriff's Department's (Sheriff) facilities and County courthouses located in Los Angeles County as specified in Attachment 1 to this Statement of Work.

The Sheriff's Department is responsible for providing security at courthouse entrances for all courthouses in Los Angeles County. The smaller courthouses have one entrance, but some of the larger facilities have two or more entrances that require security personnel. Most County courthouses are at least partially staffed by Sheriff's Department armed security officers and unarmed security assistants, but the Department does not have adequate number of officers and assistants to fill all the security positions in the facilities or to maintain a pool of substitute security officers and assistants. The Contractor shall be required to provide staff to fill the planned and unplanned vacant security positions as needed. Planned vacancies occur when County security personnel are on extended medical leave, military leave, and/or vacations, but will eventually return to their assigned posts. The Contractor more importantly, shall be required to provide relief for unplanned absences (sick leave, emergency leave, training, bereavement leave, etc.) of the Sheriff's security officers and assistants. In addition, Contractor security staff shall be required to provide building and parking security services at specified Sheriff's facilities.

The number of Sheriff's facilities and County courthouses, by region, may change during the term of the Contract, based upon the Department's operational and organizational requirements. Currently, the Department has 250 security post positions, most of which are filled by County employees. The Sheriff cannot guarantee a minimum number of Contractors security staff needed on a daily basis. The Department's daily requirements will vary by region, depending upon the Department's vacancies and unplanned absences, whether there is a Sheriff's security officer/assistant training class completion, and upon the requirements of the Los Angeles Superior Court. The Department may conduct several security officer/assistant training classes during the year. Once a class is completed, the officers/assistants will be assigned to fill in the long-term vacant positions, thus reducing the need for Contractor security personnel. The Superior Court may close or open courthouses, thereby changing the requirements. The Contractor must therefore have the flexibility and capability to provide varying numbers of security officers on a daily basis, and on short notice to courthouses and facilities in any part of the region being bid on.

Currently, the Department is utilizing an average of 45 Contractor officers per day, throughout the county, for planned and unplanned vacancies for the courthouses and three (3) Sheriff's facilities. This includes weekend, holiday and after hour coverage as well as the supervisors needed for the Contractor security staff. The current Contractor does not provide unplanned absence relief.

2.0 FACILITIES AND SPECIFIC TASKS

- 2.1 Contractor shall provide armed and unarmed security officers at the facilities and locations specified in Attachment 1 to this Statement of Work.
- 2.2 The County will have the right to add or delete Sheriff's facilities to a region and/or add additional region(s) to Attachment 1 of the Statement of Work, during the term of the Contract. The addition or deletion of facilities and/or regions will be based on the requirements and policies of the Superior Court and the County. In the event that facilities and/or courthouses must be added or deleted, County will give Contractor at least fifteen (15) days written notice.

3.0 QUALITY CONTROL

- 3.1 The Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract that meet or exceed all requirements. The Plan shall be submitted to the County Project Manager for review at least ten (10) days prior to Contractor beginning Work under this Contract. In the event that requirements and/or policies and procedure changes occur during the term of the Contract, Contractor shall update the Plan, and submit such updated plan to the County Project Manager. The Plan shall include, but is not limited to the following:

- 3.1.1 Method of monitoring to ensure that all of the Contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
 - 3.1.2 The Quality Control Plan shall include, but is not limited to the information specified below:
 - a) Specific activities to be monitored either on scheduled or unscheduled basis;
 - b) Methods of monitoring to include methods of verifying authenticity of reports, and methods in ensure quality of services;

- c) Frequency of monitoring;
- d) Samples of forms to be used in monitoring;
- e) Job title and level of personnel performing monitoring functions;
- f) Methods for ensuring that services will continue in the event of a strike of Contractor's employees.

3.2 The Contractor shall provide County with Contractor's written policy and procedures regarding the licensing, certification, training and work requirements for its staff assigned to provide armed and unarmed security services under the Contract.

3.3 The Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records and records of all inspections conducted by the Contractor. These records must include, but are not limited to, time a problem was first identified, clear description of the problem, corrective action taken, and time elapsed between identification and completed corrective action.

3.4 County Inspection

Contractor shall be prepared to make its personnel, facilities, and techniques available for inspection at reasonable times without prior notice by representatives of the Sheriff, County's Auditor-Controller and/or the State to review its operations.

3.5 Contractor shall maintain at Contractor's designated main office, all inspection records and reports for five (5) years following the expiration or termination of the Contract. County may inspect such records at any time during normal business hours upon twenty-four (24) hours written notice.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract on at least an annual basis using the quality assurance procedures as defined in the Agreement, Exhibit A (Additional Terms and Conditions) Paragraph 46.0 (County's Quality Assurance Plan).

4.1 Performance Evaluation Meetings

County and Contractor shall meet at least monthly, and more frequently if deemed necessary, to discuss status of the Contract, new or on-going problems and other issues. In the event that the County Project Manager

issues a Contract Discrepancy Report, then the meeting shall be scheduled within five (5) business days of issuance. Contractor's failure to attend any such scheduled meeting will cause an assessment of fifty dollars (\$50.00), pursuant to Attachment 3 (Technical Exhibits), Exhibit 2, Performance Requirement Summary (PRS).

4.2 Review of Inspection Records

On a monthly basis after Contractor begins providing services, Contractor shall submit to the County Project Manager Contractor's scheduled and unscheduled inspection records. The records shall include date of inspection, problem(s) identified, corrective action taken, and time elapsed between identification of a problem and corrective action completed. The County Project Manager will review all records to ensure that County's requirements are being met.

4.3 Contract Discrepancy Report (Technical Exhibit 1)

Verbal notification of a contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Project Manager will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of such report, the Contractor is required to respond in writing to the County Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report to the County Project Manager within ten (10) business days.

4.4 County Observations

In addition to Sheriff's contracting staff, other County personnel may observe performance, activities, and review documents, including discipline review and actions, relevant to this Contract at any time during normal business hours. County will have the right to review Contractor employees' personnel records as they pertain to this Contract. However, these personnel may not unreasonably interfere with the Contractor's performance of this Contract.

5.0 HOURS AND DAYS OF OPERATION

- 5.1 Contractor work hours and days will vary by facility. The County's security guard needs, including the number of armed and unarmed officers and

required service days and hours are specified in Attachments 1 and 2 to this Statement of Work.

5.1.1 The Contractor shall have discretion over the deployment of assigned staff and shifts as long as service levels remain acceptable. Contractor work shifts and staff deployment must be approved by the County Project Manager prior to Contractor beginning work under the Contract. Any Contractor changes in assigned personnel must be submitted in writing to the County Project Manager prior to the actual changes taking place. In the event that the County requires additional service hours or service days due to emergencies or changes in workload, the Contractor Project Manager shall meet with the County Project Manager to develop a plan to meet the new requirements.

5.2 Contractor Relief for Planned and Unplanned Absences of County Security Personnel

County security officers and security assistants provide security services at entrances to courthouses and specific Sheriff's facilities. Contractor will be filling in for planned and unplanned absences of County security staff. County does not have a pool of officers to provide relief when security staff is absent from the assigned posts. Contractor will be required to provide security officers to their region/s when County security staff is absent. All Contractor employees providing short-term relief services must have the same level of training as those Contractor employees providing as needed security services and must be appropriately certified as security officers, and must have undergone the same level of background checks.

5.2.1 Planned Absences

When a County employed security officer or assistant is scheduled for vacation, extended sick leave, or other longer term leave of absence, the County shall give Contractor at least a twenty-four (24) hour notice to provide relief security personnel.

5.2.2 Unplanned Absences

When a County employed security officer or assistant is absent due to illness, family emergency, or any other unplanned short-term leave, County shall notify Contractor of the need for relief security personnel as soon as such absence becomes known. Contractor shall respond to County's request within two (2) hours of notification.

- 5.2.3 If County's operations are interrupted due to Contractor's negligence or omissions, County shall have the right to obtain security services from other firms. Contractor shall be responsible for costs incurred by the County for obtaining services from such other firms.

5.3 Services in Emergency Situations

- 5.3.1 In the event of an emergency situation, Contractor shall continue to provide services under the Contract. The Contractor Project Manager and the County Project Manager will develop a plan to ensure that the Contractor will be notified of the emergency and that Contractor will continue to provide services. An emergency situation includes, but is not limited to, fires, floods, earthquakes, civil disturbances, jail riots and other disasters. The County Project Manager will determine if a particular situation constitutes an "emergency" as specified in this Subparagraph 5.3.1. The Contractor shall provide adequate staffing to ensure continued services to the extent determined by the County Project Manager.
- 5.3.2 Should any emergency require performance of services beyond the capability of the Contractor, County may obtain supplemental services from County personnel or other firms. Such supplemental services obtained by County shall not constitute a breach of this Contract.

5.4 Holidays

For most facilities, Contractor shall not be required to provide services on County-recognized holidays. In certain specific situations, when twenty-four (24) hour/ seven (7) days a week coverage is required at a facility, Contractor shall be required to provide services on County-recognized holidays. Contractor employees who are required to work on County-recognized holidays will be paid at overtime rate. The holiday dates will vary from year to year. The County Project Manager will provide Contractor with a list of County recognized holidays for the following calendar year as soon as they become known.

6.0 COUNTY'S RESPONSIBILITIES

6.1 Personnel

The County will administer the Contract according to the Agreement, Paragraph 3.0 (Administration of Agreement- County). Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Orders in accordance with the Agreement, Paragraph 10.0 (Change Orders and Amendments).

6.2 County-Furnished Items

6.2.1 Hand-Held Radios

County may furnish and provide hand-held radios and radio holders without cost to the Contractor, to be used by Contractor staff only in connection with the performance of services under this Contract.

- a) County will provide regular maintenance, repair or replacement for radio equipment and holders caused by reasonable wear and tear. Contractor shall be responsible for the loss or damage, other than the normal wear and tear of the radio equipment for the duration of the Contract (or during Contractor's use of such equipment).
- b) Contractor shall be licensed by the Federal Communications Commission (FCC) to operate the radio equipment provided and maintained by the County.

6.2.2 Contractor Responsibilities for County-Furnished Equipment – General

- a) Contractor shall not make any alterations to County-furnished equipment without the prior written authorization by the County Project Manager.
- b) Contractor personnel shall sign in and sign out when issued County equipment when reporting for duty and after end of work shift.
- c) Contractor shall report to the County Project Manager any improperly working or defective equipment within twenty-four (24) hours.

- d) Contractor personnel shall report any lost or stolen County-furnished equipment immediately to the Branch Supervisor, identified in section 3.5 of the Agreement, through a written memorandum or completed Incident Report form. Information shall include description of missing item, serial number, date of incident, name of personnel assigned to post or area.

6.3 Court Appearances

County will pay for Contractor employee's court appearance in the event that the employee is called upon as a witness and must appear in court for a job related incident. Contractor must invoice County separately for such cost, and must attach a copy of the Police Report or Incident Report. Upon completion of appropriate investigation of the matter, the County Project Manager shall have the discretion to approve or deny request. If such court appearance occurs during summoned employee's normal work shift, Contractor shall provide substitute guard to fill in, who shall be compensated at straight time.

7.0 CONTRACTOR'S RESPONSIBILITIES

7.1 Purpose

Contractor shall provide armed and unarmed, trained and uniformed security officers as needed by the County. Contractor's security officers shall screen County employees, court employees, clients, visitors and/or other members of the public at each designated entrance to County courthouses and specified Sheriff's Department's facilities for protection, shall safe guard County and Court property against fire, theft, vandalism, and illegal entry, and provide information and any other assistance to the public.

7.2 General

- 7.2.1 Contractor shall provide all working materials/documents that include, but is not limited to, forms, log sheets, and stationery at Contractor's expense.
- 7.2.2 Equipment and related accessories owned and used by Contractor's employees to provide services under this Contract must be kept clean at all times, and maintained according to manufacturer's and County's standards. The County Project Manager may from time to time inspect such items to ensure they are in proper working order.

- 7.2.3 Contractor's employees shall immediately report any lost or stolen Contractor-owned and County-owned equipment to the Branch Supervisor and Contractor supervisor through a written memorandum or by completing an Incident Report as soon as possible. The written documentation must include a description of the missing item, the serial number, date of incident, and Contractor and County personnel assigned to the post. The Branch Supervisor will forward the written documentation to the County Project Manager.

7.3 Personnel

- 7.3.1 Contractor shall provide an adequate number of qualified and trained armed and unarmed security officers as needed to perform all the services required by County under this Contract. All such employees must be approved by the County Project Manager prior to beginning any Work.

Each prospective security officer and supervisor employed or pending employment by Contractor to provide services under this Contract must complete a background investigation and interview prior to assignment. Contractor must submit documentation to the County Project Manager. The information provided by prospective security officer and supervisor shall include:

- a) Employment history for the last ten (10) years, including security services experience.
- b) Military experience, regular or reserve, including copy of the Selective Service Card, military discharge papers.
- c) Driving record, including a current printout of the individual's Motor Vehicle Record.

7.3.2 Background Investigations

- a) All Contractor employees providing services under this Contract, including armed and unarmed security officers and supervisory staff, must undergo extensive background investigations, which will consist of a review of requested documentation, interview and a check of local law enforcement records. The employee may be provisionally approved pending results of this phase of the investigation, if at County's discretion, all standards have been satisfied.

- b) The background investigation process is subject to change at any time, at the discretion of the County.
- c) All Contractors' employees must successfully pass the background check before they can be assigned to any County facility and courthouse. All clearances will be determined by the Sheriff's Background Section.
- d) In the event of non-clearance of a Contractor employee, all disqualifying information is confidential and not reviewable by Contractor or the employee.
- e) Contractor shall be responsible for reimbursement or direct payment to the County for actual costs of performing each background investigation. The cost is about \$ 100 per employee, and will be charged to Contractor, whether an individual is cleared or not.
- f) Contractor must provide pre-background check results and documentation to the County Project Manager for approval, prior to assignment of any Contractor employee. Contractor shall include the following information:
 - 1) Verification of employee residence;
 - 2) Verification of employee phone number
 - 3) Verification of employee's California driver's license or California State Identification
 - 4) Verification of vehicle license plate number
- g) The County will not accept Contractor employees if background investigations disclose following:
 - 1) Any felony conviction;
 - 2) Conviction for any sex crime;
 - 3) Any pattern of irresponsible behavior including, but not limited to unsatisfactory driving or employment records;

7.3.3 Training

- a) Contractor shall provide training to all employees assigned to provide services under this Contract. Contractor shall maintain training records of each employee. Training must focus on and relate directly to duties and requirements specified in this Statement of Work, Paragraph 8.0, Contractors Work Requirements. All employee training must be completed prior to beginning work under the Contract. Any required certifications must be validated and documented on the employee's training records.

Except as otherwise specified in this Subparagraph 7.3.3, Contractor shall be responsible for the training of its security officers and supervisors, and must bear all such expenses.

- b) Contractor shall submit to the County Project Director a detailed training plan for its security personnel and supervisors, no less than ten (10) days prior to beginning services under this Contract. Such plan shall include description of training curriculum, the number of classroom hours required, training dates, if scheduled.
- c) Contractor shall ensure that all firearms training are in compliance with the California Firearms Training Standards prescribed by the California Department of Consumer Affairs. Such training is required for all armed security officers and all supervisors.
- d) The County shall have the right to audit Contractor's training classes, and inspect employee training records, at the County Project Manager's discretion.
- e) Contractor shall submit to the County Project Manager prior to beginning work under the Contract a report of the training programs completed by Contractor employees assigned to this project. Such report shall also include schedule of ongoing training and future training requirements for employees.
- f) Training of Contractor employees for weapon screen/magnetometer shall be provided by County on County property.
- g) Contractor shall be responsible for maintaining a training file on each Contractor employee assigned to this project. Each

file shall contain the following information:

- 1) Completed background investigation records;
- 2) Training received from Contractor and dates of completion;
- 3) Copies of current cards, licenses and certifications;
- 4) Brief biographical sketch of the employee.

The County shall have the right, at any time, to inspect any employee training files to verify that Contractor is in compliance with requirements of the Contract.

7.3.4 Required Certificates and Licenses

- a) Contractor's security officers and supervisors must be registered and certified by the State of California, Bureau of Collection and Investigative Services and must fulfill any other State and local license requirements. All Contractor employees providing services under this Contract must possess and keep current all of the following certificates and licenses:

- 1) California Guard Registration Card;
- 2) California Fire Arms Qualification Card (Armed guards only);
- 3) License to carry O.C. spray;
- 4) P.O.S.T. Certification in Side Handle, PR24 Baton or ASP (Collapsible Baton) Training;
- 5) First Aid Certificate;
- 6) Cardiopulmonary Resuscitation (CPR) Certificate sponsored or approved by the American Red Cross or American Heart Association;
- 7) Certified copy of birth certificate;
- 8) High School or G.E.D. diploma or equivalent;
- 9) Valid California Class "C" Drivers License;

- b) Contractor shall provide to the County project manager proof that all assigned employees have valid licenses and certificates prior to their beginning work under this Contract.
- c) Contractor shall maintain copies of all current certificates and licenses in employee files throughout their employment with Contractor.
- d) Contractor employees with foreign documents must have them notarized to verify validity.

7.3.5 Physical Examination Requirements

- a) Contractor shall provide initial physical examination to all security officers and supervisors assigned to this project prior to their beginning work. Contractor shall submit results to the County Project Manager for review and approval no later than three (3) business days prior to their beginning work.
- b) Contractor employees shall undergo annual physical examinations. Results of these examinations must be submitted to Contractor and maintained in employees' personal files.
- c) All Contractor employees must have the physical capability to perform all of the duties specified in this Statement of Work. County may require Contractor to provide medical certifications for individual officers, if the County determines that their physical condition appears to be questionable.

7.3.6 Supervision

Contractor's security officers shall be adequately supervised by Contractor's supervisory staff. Contractor shall employ at least one supervisor on each shift, plus an additional supervisor if over 30 Contractor employees are assigned for a shift for all locations. The Contractor's supervisors are expected to travel to their assigned facilities on a regular basis to work with their subordinates.

7.3.7 Replacement of Contractor Employees

The County Project Manager may, at his/her sole discretion, and without stating the cause, direct Contractor to replace any employee within two (2) hours of notice. Contractor shall remove such employee from his/her post or assignment upon arrival of replacement security officer or supervisor unless directed to remove employee sooner. Contractor shall not reassign replaced employee to any other County facility under this Contract without the written consent of the County Project Manager.

7.3.8 Contractor Staffing Plan

Contractor shall provide a Staffing and Work Plan for each facility, based on County's requirements as specified in Attachment 2 to this SOW. The plan shall include name, employee number, classification and hours for all proposed Contractor staff filling in for pool employees, who will primarily fill in for planned and unplanned absences of County security personnel. The staffing plan shall include the name, employee number, classification, hours and facilities for all Supervising Security Officers.

All Staffing and Work Plans must be submitted for review and approval by the County Project Manager and the appropriate Branch Manager at least ten (10) business days prior to beginning Work under the Contract. In the event that County's requirements change during the term of the Contract, the County Project Manager will provide Contractor with a revised Attachment 2. The Contractor shall provide County with a revised Staffing and Work plan for each change.

7.4 Contractor Furnished Items

7.4.1 Uniforms

- a) Contractor shall furnish and provide uniforms for each of its employees providing services under this Contract. The uniforms must be the same for all assigned Contractor employees.
- b) Contractor shall obtain written approval for the uniform and other related attire from the County Project Manager prior to beginning work under this Contract.
- c) The uniform shall consist of the following attire:

- 1) Trousers – Navy Blue or Black
 - 2) Shirt/Blouse – White or Gray
 - 3) Jacket – Navy Blue or Black (Optional)
 - 4) Belt – Solid Black, Basket Weave
 - 5) Tie – Black (As Needed)
 - 6) Tie Bar
 - 7) Socks – Solid Black or Navy Blue
 - 8) Shoes – Solid Black, Leather, Military Type (low laced, plain-toed oxfords, with smooth finish)
 - 9) Shoulder Patches, as required by Assembly Bill 1582, on both arms of uniform shirt/blouse and jacket
 - 10) Rain Gear (As Needed)
 - 11) Name Tags
 - 12) Photo ID with name, to be in the immediate possession of employee, and not visibly worn while on duty.
- d) Contractor staff must keep uniforms clean and neatly pressed while on duty at the County facilities.

7.4.2 Equipment/Accessories

- a) Contractor shall furnish and provide all armed and unarmed personnel with at least the following equipment/accessories:
- 1) Sam/Sally Browne (gun belt)
 - 2) Handcuff case
 - 3) Four (4) keepers
 - 4) Key snap

- 5) 1 heavy-duty 3-cell flashlight approved by County
 - 6) 1 set handcuffs plus key
 - 7) Badge
 - 8) Handler, 12", or the ASP (24" or 26") expandable straight stick
 - 9) Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster)
- b) In addition to the equipment/accessories listed above, Contractor shall furnish and provide all armed security officers with the following:
- 1) Leather thumb break, break front holster for Colt, Smith & Wesson 38/357 Beretta, 9mm Glock or Sturm Ruger double-action, .38 Special or .357 magnum caliber revolver;
 - 2) Ammunition pouch and speedy loaders
 - 3) .38 caliber, either Winchester 110 grain +P+ or Spear 125 grain +P, semi-jacketed, hollow point or Remington .38 Special plus P hollow points 128 grain or Winchester Round Ball full jacket bullets with the following:
 - i) Must be factory loaded;
 - ii) A minimum of 12 additional rounds must be carried for the handgun;
 - iii) The ammunition is to be replaced annually;
 - iv) Must be approved by the Sheriff's Range staff.

Contractor shall be responsible for the maintenance of all equipment/accessories listed in this Subparagraph 7.4.3.

c) Weapons List

- 1) Contractor shall maintain and upon County's request, provide the County Project Manager with a Weapons List at any time during the term of the Contract. The

Weapons List shall include the manufacturer, model and serial number of the weapons used by Contractor's armed security officers.

- 2) Contractor shall be responsible for keeping the Weapons List up to date, adding or deleting personnel and noting other changes as appropriate. Contractor shall provide the County Project Manager with updated lists upon request.
- 3) Contractor shall complete the New Employee Check-In Sheet when a new employee begins work under the Contract and enter weapons information as appropriate.
- 4) The County Project Manager shall verify the Weapons List on at least an annual basis during the term of the Contract to make sure that the list is current and accurate.

7.4.3 Vehicles

- a) Contractor shall provide vehicles for its supervisors to enable them to make their rounds of inspections, random site visits and fulfill supervisory responsibilities at the different facilities.
- b) Contractor may provide vehicles to security personnel who may be required to use vehicles to perform their assigned duties.
- c) Contractor's vehicles shall be clearly identified, and must be well maintained and kept clean at all times.
- d) Contractor provided vehicles must be as follows:
 - 1) Less than five (5) years old;
 - 2) In good condition/repair with no visible damages;
 - 3) Properly marked with company name and logo;
 - 4) Suitable for parking lot patrol;
 - 5) Must have yellow light bar affixed to roof
 - 6) Must have the following items:

- i) First aid kit
- ii) 5 lb. ABC type fire extinguisher
- iii) Hand-held or vehicle spotlight
- iv) Traffic cones
- v) Flares
- vi) Yellow scene management (banner guard type) tape.

7) Tires must be in good condition at all times.

- e) Contractor shall maintain and provide upon request by County a current Vehicle List, including description, license plate numbers and vehicle identification numbers of all Contractor owned vehicles used by Contractor employees providing services under this Contract.
- f) County may conduct periodic inspections of all Contractor vehicles used to provide services under this Contract.

7.5 Parking Fees

Contractor shall be responsible for making parking arrangements and paying the parking fees for Contractor employees assigned to work at any of the Los Angeles County Civic Center facilities. The County will not make any special parking arrangements for Contractor personnel.

7.6 Contractor's Office

The Contractor shall maintain an office in Los Angeles County with a telephone in the company's name where Contractor conducts business. If Contractor maintains several offices in the County, it shall designate one as the main contact for County. The office shall be staffed during the hours of 6:00 a.m. to 6:00 p.m. Sunday through Saturday, by at least one employee who can respond to inquiries and complaints which may be received regarding the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of County call. In the event of an emergency call, the Contractor shall respond immediately.

8.0 CONTRACTOR'S WORK REQUIREMENTS

8.1 Armed/Unarmed Security Officer and Supervisor General Requirements and Qualifications

- 8.1.1 Contractor's armed/unarmed security officers and supervisors shall possess basic writing skills and computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and County employees, and ability to accept responsibility and work independently.
- 8.1.2 Contractor's armed/unarmed security officers and supervisors shall have satisfactorily completed the State of California training requirements for security officers.
- 8.1.3 Contractor's armed/unarmed security officers and supervisors must be over 18 to work under this Contract.
- 8.1.4 Contractor's armed/unarmed security officers and supervisors must have a working knowledge of pertinent California Penal Code Sections (i.e., power of arrest and search and seizure).
- 8.1.5 Contractor's armed/unarmed security officers and supervisors must keep current and have the proper certificates and licenses as specified in Subparagraph 7.3.4.
- 8.1.6 Contractor's armed/unarmed security officers and supervisors must be in good physical condition and must be able to carry out all work requirements specified in this Statement of Work.
- 8.1.7 All armed/unarmed security officers may receive on-site training given by County personnel before they can begin work under this Contract.
- 8.1.8 Contractor's security personnel shall provide additional services, such as building and parking security services, as determined by the County.

8.2 General Performance Requirements

Contractor's armed/unarmed security officers and supervisors are required to perform the following work requirements:

- 8.2.1 Security officers shall not eat, read, or use personal radios, cell phones, televisions, any kind of electronic entertainment devices, and CD and tape players at their posts at any time.
- 8.2.2 Security officers shall be punctual, remain awake, alert and attentive during their shifts, without any exception.
- 8.2.3 Security officers shall be attired in full uniform as specified in Subparagraph 7.4.2, including black shoes, and ties and badges at all times. During summer months, ties may be optional.
- 8.2.4 Security officers shall not remove or borrow County materials or equipment, or items owned by County employees. Such materials, equipment, or items include, but are not limited to, radios, heaters, fans, etc.
- 8.2.5 Security officers shall not leave their assigned posts until properly relieved.
- 8.2.6 Security officers shall not use any County telephones except for the purpose of making or receiving calls to or from their supervisors or County representatives.
- 8.2.7 Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public, County employees or other Contractor employees during working hours is discouraged.
- 8.2.8 Security officers shall maintain their post desk in a neat and presentable manner.
- 8.2.9 Security officers shall be able to write and speak in English, prepare clear and concise reports, and remember facts and details concerning specific situations. Security officers shall be able to communicate effectively with the general public.
- 8.2.10 Security officers shall have a good working knowledge of self-defense and public restraint procedures.
- 8.2.11 Security officers shall react quickly and take command of emergency situations and use sound judgment and discretion in handling unruly or trespassing members of the public.
- 8.2.12 In the event that a scheduled officer is not going to report on time for a shift, or is out ill for the day, Contractor shall advise the County Project Manager prior to the scheduled starting time.

Contractor shall provide a substitute officer within one (1) hour of the scheduled starting time.

- 8.2.13 Security officers and other Contractor personnel may not bring visitors, weapons (other than security officers' side arms), or contraband into County facilities.
- 8.2.14 Security officers and other Contractor personnel are required to follow all Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, licensing, training and certifications as set forth in California Penal Code Sections 830.1 through 854 and with all Sheriff's Department rules and regulations.

8.3 Security Officer Duties

Contractor's security officer duties include, but are not limited to the following:

- 8.3.1 Sign-in and sign-out each day. A County sign-in/sign-out sheet will be located at each post. Officers shall report to work on time and hold over on assigned duties until relieved.
- 8.3.2 Operate weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held.
- 8.3.3 Cover an assignment at a fixed post or patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.
- 8.3.4 Detain individuals for further investigation or arrest where circumstances and conditions warrant such action.
- 8.3.5 Intervene when necessary to stop injurious acts, conduct searches for weapons and contraband, and provide details on individuals for investigations, detention or arrest.
- 8.3.6 Visually screen and prepare written records of contents of packages and parcels carried in and out of County facility to secure against theft. Ensure transmittal forms contain authorized signature to accompany materials and items being removed from County facility. Maintain copies of all transmittals.

- 8.3.7 Investigate questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.
- 8.3.8 Answer questions and provide escort services as needed to members of the public.
- 8.3.9 Verify the security of safes and areas where equipment or items of value are stored.
- 8.3.10 Lock and unlock gates and doors as directed.
- 8.3.11 Reduce or turn off facility lights and close window coverings, as directed.
- 8.3.12 Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas; detain unidentified or unauthorized individuals. Visually inspect persons for proper identification and require such individuals to sign in and sign out of facility.
- 8.3.13 Raise and lower flags at designated times.
- 8.3.14 Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify Branch Supervisor if further assistance is necessary or desirable.
- 8.3.15 Relay reports of bomb threats immediately to Branch Supervisor; participate in bomb searches organized by the County's security unit or other law enforcement agency personnel.
- 8.3.16 Respond to scene of locally activated fire, burglary, or other alarms; evaluate the situation and take appropriate action.
- 8.3.17 Monitor alarm systems and electronic surveillance equipment.
- 8.3.18 Report all incidents of an emergency nature that may involve potential damage or injury:
 - a) If during after hours, immediately request appropriate local emergency aid from local fire or police;
 - b) Notify Contractor supervisor immediately;
 - c) Prepare a full written report of incident and submit to Branch Supervisor by the end of the shift.

- 8.3.19 Receive training in the use of County-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained.
- 8.3.20 Patrol facility as required, operating a motor vehicle.
- 8.3.21 Possess knowledge of the following:
- a) Working knowledge of assigned facility;
 - c) Procedures for reporting and/or correcting hazardous conditions. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate branch supervisor or emergency agency.
- 8.3.22 Monitor parking as directed.
- 8.3.23 Both armed and unarmed security officers shall be trained to properly maintain and handle firearms and batons safely.
- a) Contractor's employees shall not store any weapons, including firearms, firearm accessory, baton, ammunition or Sam/Sally Browne belt at any County facility where services under this Contract are being provided. The County will not be responsible for storage of Contractor's weapons at any County facility.
 - b) Contractor's employees shall not remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any County facility, unless under extreme emergency or in a life threatening situation.
 - c) Firearms and batons shall not be utilized as a measure of threat or intimidation, but shall be used only in life threatening or restraint situations.
 - d) Any damage or injury resulting from the accidental discharge of a Contractor employee's firearm shall be the liability of the Contractor. Contractor personnel shall submit Incident Report to Branch Supervisor and the County Project Manager within one (1) hour of incident.
 - e) Contractor's security personnel shall not remove and clean firearms at any County facility at any time.

- f) Contractor's personnel shall not bring in and use unauthorized weapons, holsters and ammunition at any County facility at any time.
- g) Contractor's personnel shall report the loss, theft, or misuse of any weapon, baton, Sam/Sally Browne belt, or ammunition to Branch Supervisor and County Project Manager immediately.
- h) In the event of an incident involving serious misuse of authority or violation of firearm regulations by Contractor's personnel, the County Project Manager may proceed with an administrative investigation. Contractor shall fully cooperate with County in such situation, including but not limited to, submitting documentation requested by the County Project Manager and allowing Contractor personnel to be interviewed at a Sheriff's facility.
- i) Contractor shall maintain all weapons, ammunition and accessories in good working conditions.
- j) Weapons and ammunition used by Contractor employees shall be subject to inspection by sworn County personnel at any time.
- k) Contractor employees shall adhere to regulations regarding proper use of firearms as set forth in California Penal Code Sections 830.1 through 854.

8.4 Supervising Security Officer Duties

Contractor's supervising security officers' responsibilities include, but are not limited to the following duties:

- 8.4.1 The supervising security officers shall provide direction and instruction to post and/or patrolling security officers by making daily rounds of assigned County facilities and observing security officers performing Work under the Contract.
- 8.4.2 Supervising security officers shall immediately respond to on-site emergencies, providing support as needed.
- 8.4.3 Supervising security officers shall provide training to security officers under his/her supervision and shall ensure that each officer fully understands the duties and services to be provided under this Contract, prior to officer starting work.

- 8.4.4 Supervising security officers shall be available for inspections, questions, and advice at all times during the assigned shift.
- 8.4.5 Supervising security officers shall provide technical and administrative advice as appropriate.
- 8.4.6 Supervising security officers shall ensure that assigned staff coverage is appropriate and adequate to meet the County's requirements.
- 8.4.7 Supervising security officers shall inform subordinates of any deviations from acceptable practices and procedures, instruct security officers on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 8.4.8 Supervising security officers shall respond to requests from security officers for assistance.
- 8.4.9 Supervising security officers shall update and explain post procedures to security officers assigned to posts.
- 8.4.10 Supervising security officers shall have a thorough knowledge of radio usage and codes and train officers in these areas.
- 8.4.11 Supervising security officers shall conduct investigations and prepare reports as appropriate.
- 8.4.12 Supervising security officers shall be required to drive a Contractor-provided motor vehicle to the different assigned locations.
- 8.4.13 Supervising security officers shall be in full uniform at all times, including uniform jacket when appropriate.

8.5 Contractor Employee Work Hours

- 8.5.1 Contractor shall monitor number of hours worked by each assigned security officer and supervising security officer to ensure that none of them work more than twenty-four (24) hours of overtime per week on any other County assignment or outside employment. Failure to comply with this requirement may result in County-imposed assessments against Contractor or if non-compliance persists, termination or suspension of Contract.

- 8.5.2 Security officers and supervising security officers who use employment with Contractor on this Contract as a "second job" shall be limited to twenty-four (24) hours per week.
- 8.5.3 Contractor shall comply with Labor Code Sections 1811 through 1815 regarding the payment of overtime for employees providing services under this Contract. Contractor's continued non-compliance with the Labor Code shall be reported to the State Labor Commissioner.
- 8.5.4 County shall only reimburse Contractor for overtime hours that are required by the County and considered by County to be overtime on a County assignment or facility under this Contract. The County Project Manager shall have the authority to approve or deny such overtime claim.
- 8.5.5 County shall not reimburse Contractor for overtime when a security officer is brought in from a non-County assignment to cover a County assignment under this Contract when the assigned guard is absent due to illness or other cause.
- 8.5.6 Contractor shall pay security officers and supervising security officers who have worked in excess of eight (8) hours per calendar day at the compensation rate of a time and a half, which will be reimbursed by County. All overtime must be approved by the County Project Manager prior to commencing any overtime. Overtime not approved by the County Project Manager shall be compensated at the straight hourly rate.

9.0 REPORTING REQUIREMENTS

Contractor shall maintain monthly inspection records and daily log sheets and incident reports and submit these reports to the County to the individual and at the frequency specified.

9.1 Monthly Inspection Report

Contractor shall maintain inspection reports for each location, prepared by Supervising Security personnel. Such reports shall state whether Contractor security officers are in compliance with the term and conditions of the Contract, any violations found and corrective action taken. These reports shall be submitted to the County Project Manager by the 10th day of the following month.

9.2 Log Sheets

Contractor shall maintain a weekly log sheet at each post. Security officers must sign in upon arrival at post and sign out at the end of each shift. Supervising security officers shall also sign in and out at each facility when making the rounds. In addition, security officers shall note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured areas, property damage, bodily injury, etc. These logs shall be attached to the monthly invoices and submitted to the County Project Manager for review and approval.

9.3 Incident Reports

Security officers shall immediately report to the County Branch Supervisor of any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement and health authorities. Security officers shall immediately follow up on these incident reports by preparing written reports describing in details the incidents and submitting them to the County Branch Supervisor and the County Project Manager before the end of the shift, or if incidents occur during the after hours, the next morning.

10.0 TRANSITION PERIOD

In order to ensure continuous security services, Contractor shall work concurrently under this Contract with the previous contractor for a period of time not to exceed thirty (30) days. The County, Contractor and previous contractor shall coordinate the transition to allow the new Contractor to phase in and previous contractor to phase out. During this transition period, Contractor shall make necessary adjustments, changes and revisions to its procedures, schedules and reports to allow for effective and efficient operation of the Contract.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

All listing of services used in the Performance Requirements Summary (PRS), Attachment 3, Statement of Work, Technical Exhibit 2, are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that is defined in the Contract and the SOW. In any case of apparent inconsistency between the services as stated in the Contract, the SOW, and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This Paragraph 12.0 does not preclude the County's right to terminate the Contract upon ten (10) business days written notice with or without cause, as provided for in the Agreement, Exhibit A (Additional Terms and Conditions) Paragraph 6.0 (Termination for Convenience).

LOCATIONS OF COUNTY FACILITIES REQUIRING SECURITY SERVICES

LOS ANGELES COUNTY SUPERIOR COURT

REGION 4

Central Arraignment Courts (CJAC)
429 Bauchet Street
Los Angeles, CA 90012

Central Civil West (CCW)
600 South Commonwealth Avenue
Los Angeles, CA 90005

Stanley Mosk Courthouse (CCH)
111 North Hill Street
Los Angeles, CA 90012

Clara Shortridge Foltz Criminal Justice Center (CCB)
210 West Temple Street
Los Angeles, CA 90012

Metropolitan Courthouse
1945 South Hill Street
Los Angeles, CA 90007

Hollywood Courthouse
5925 Hollywood Boulevard
Hollywood, CA 90028

REGION 6

Pomona – North
350 West Mission Boulevard
Pomona, CA 91766

Pomona – South
400 Civic Center Plaza
Pomona, CA 91766

West Covina Courthouse
1427 West Covina Parkway
West Covina, CA 91790

REGION 6 continued

Whittier Courthouse
7339 South Painter Avenue
Whittier, CA 90602

S.T.A.R.S. Center
11515 South Colima Road
Whittier, CA 90604

Downey Courthouse
7500 East Imperial Highway
Downey, CA 90242

Norwalk Courthouse
12720 Norwalk Boulevard
Norwalk, CA 90650

Records & Identification Bureau
Public Services Unit, Suite 120
12440 E. Imperial Hwy.
Norwalk, CA 90650

El Monte Courthouse
11234 East Valley Boulevard
El Monte, CA 91731

Los Padrinos Juvenile Court
7281 East Quill Drive
Downey, CA 90242

AFTER HOURS REQUIREMENTS

AFTER HOURS REQUIREMENTS

ATTACHMENT 1

FACILITY	AFTER HOURS REQUIRED	DAYS	HOURS	CONTRACTOR STAFF REQUIRED
REGION 4				
Central Arraignment Court (CJAC)	No			
Central Civil West (CCW)	No			
Stanley Mosk Court (CCH)	Yes	Monday - Thursday	M-Thr: 1800-0600	2
		Friday	Fr: 1800-0600	1
		Saturday	Sa: 0600-1800	1
		Saturday	Sa: 0800-1600	1
		Sunday	Sa: 1800-0600	1
		Sunday	Su: 0600-1800	1
		Sunday	Su: 0800-1600	1
Clara Shortridge Foltz (CCB)	Yes	Sunday	Su: 1800-0600	2
		Monday - Friday	M-Fr: 1400-2200	1
		Saturday	Sa: 0600 - 2200	1
		Sunday	Su: 0600 -1800	1
Metropolitan Court	Yes	Monday	M: 2400-0400	1
		Friday	Fr: 1800- 2400	1
		Saturday	Sa: 2400-0400	1
		Saturday	Sa: 1800-2400	1
		Sunday	Su: 1800-2400	1
		Sunday	Su: 2400-0400	1
Hollywood	No			

REGION 6

Pomona - North	No			
Pomona - South	No			
West Covina	No			
Whittier	No			
STAR Center	Yes	Sunday - Saturday	Su-Sa: 0000 - 1200	4
Downey	No			
Norwalk	No			
El Monte	No			
Los Padrinos	No			

SECURITY GUARD REQUIREMENTS

ATTACHMENT 2

SECURITY GUARD REQUIREMENTS

FACILITY	BUDGETED POSITIONS		FILLED POSITIONS		SHORT TERM VACANCIES		LONG TERM VACANCIES		DAYS REQUIRED	WORK HOURS (REGULAR)
	SO	SA	SO	SA	SO	SA	SO	SA		
REGION 4										
CCW	2	4	2	2	0	2	0	0	M-Fr	8:00am - 5:00pm
Mosk/CCH	9	18	9	17	0	1	0	0	M-Fr	6:00am - 6:00pm
Foltz/CCB	5	7	5	7	0	0	0	0	M-Fr	6:00am - 6:00pm
Metropolitan	5	7	5	5	0	1	0	1	M-Fr	6:00am - 6:00pm
Hollywood	1	2	1	2	0	0	0	0	M-Fr	8:00am - 5:00pm
TOTAL REGION 4	23	40	23	35	0	4	0	1		
REGION 6										
Pomona - North	1	2	1	2	0	0	0	0	M-Fr	8:00am - 5:00pm
Pomona - South	3	2	3	2	0	0	0	0	M-Fr	8:00am - 5:00pm
West Covina	1	3	1	3	0	0	0	0	M-Fr	8:00am - 5:00pm
Whittier	2	1	2	1	0	0	0	0	M-Fr	8:00am - 5:00pm
S.T.A.R. Center	0	3	0	0	0	3	0	0	Su-Sa	
Downey	1	2	0	2	0	0	1	0	M-Fr	8:00am - 5:00pm
Norwalk	2	3	2	3	0	0	0	0	M-Fr	8:00am - 5:00pm
Records Bureau	2	0	2	0	0	0	0	0	M-Fr	7:00am - 6:00pm
El Monte	4	2	4	2	0	0	0	0	M-Fr	8:00am - 5:00pm
Los Padrinos	1	2	1	2	0	0	0	0	M-Fr	8:00am - 5:00pm
TOTAL REGION 6	17	20	16	17	0	3	1	0		

updated 02/01/07

TECHNICAL EXHIBITS

**EXHIBIT B
ATTACHMENT 3**

TECHNICAL EXHIBITS

1. CONTRACT DISCREPANCY REPORT
2. PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SECURITY GUARD SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
1. SOW Page 2 Paragraph 3.0 Quality Control Plan	Contractor must submit comprehensive Quality Control Plan to the County Project Manager, which includes written policies and procedures for licensing and training requirements for staff, activities that will be monitored, methods used to monitor quality of services within ten (10) prior to beginning Work	None	Inspection & Review	\$50 per day of delay
2. SOW Page 3 Subparagraph 4.1 Quality Assurance Plan Performance Evaluation Meetings	Contractor must attend performance evaluation meetings with County on at least a monthly basis.	None	Attendance	\$50 per occurrence
3. SOW Page 4 Subparagraph 4.2 Inspection Records	Contractor must submit all scheduled and unscheduled inspection records to County Project Manager on a monthly basis.	None	Inspection and Review of Reports	\$25 per occurrence
4. SOW Page 4 Subparagraph 4.3 Discrepancy Reports	Contractor must respond to written discrepancy report prepared by County and if needed, submit plan to correct deficiency within the time specified	None	Observation & Inspection	\$50 per day after time specified

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
5. SOW Page 5 Subparagraph 5.2.2 Unplanned Absence Relief	Contractor must respond to County's request for relief security personnel due to absence of County security personnel as a result of unplanned absence within two hours of notification.	None	Observation	\$100 per hour of non-responsiveness beyond first two hours after request for relief guards
6. SOW Page 6 Subparagraph 5.4 Holidays	In the facilities where 24/7 coverage is required, Contractor must provide security services on County-recognized holidays.	None	Observation	\$100 per occurrence
7. SOW Page 11 Subparagraph 7.3.3 a Training	Contractor must provide training to all employees assigned to provide services under this Agreement. Contractor must submit a report of training programs completed by Contractor employees and schedule of ongoing and future training requirements for employees assigned to provide services under this Agreement.	None	Observation and Inspection	\$100 per occurrence
8. SOW Page 11 Subparagraph 7.3.3 b Training	Contractor must submit to County a detailed training plan for its security personnel, which includes description of curriculum, the number of required classroom hours and dates no less than ten days prior to beginning work.	None	Inspection	\$50 per day

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
9. SOW Page 11 Subparagraph 7.3.3 g Employee Training File	Contractor must maintain a training file on each employee assigned to this project, which shall contain completed background investigations, training record, copies of current licenses and certifications, brief biographical sketch.	None	Inspection	\$100 per incomplete/missing employee file, per inspection.
10. SOW Page 12 Subparagraph 7.3.4 Required Certificates and Licenses	Contractor's employees must be registered and certified by the State of California, Bureau of Collection and investigative services and must fulfill other State and local requirements. Contractor must maintain copies of all current licenses and certificates as specified in Subparagraph 7.3.4 a in employees files. Contractor shall provide County with proof of valid licenses and certificates of employees upon commencement of work.	None	Review of Contractor staff employment records & inspection	\$50 per employee with incomplete records or invalid certificates and licenses, per inspection.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
11. SOW Page 13 Subparagraph 7.3.5 Physical Examinations	Contractor must provide initial physical examinations to all security staff, including supervisors prior to their beginning work under this Agreement. Results of these examinations must be submitted to County Project Manager for approval at least three days prior to beginning any work.	None	Observation & inspection	\$50 per employee with incomplete physical examination records
12. SOW Page 14 Subparagraph 7.3.7 Replacement of Contractor Employees	Contractor must replace any employee within two (2) hours notice if so requested by County Project Manager.	None	Observation	\$25 per hour beyond the two (2) hours turnaround time.
13. SOW Page 14 Subparagraph 7.3.8 Contractor Staffing/Work Plan	Contractor must provide staffing and work plan for each facility including the names, employee numbers, classification and work hours, if appropriate, of the proposed security staff filling in for vacant County positions and pool staff at least ten (10) days prior to beginning Work under the Agreement.	None	Observation & inspection	\$50 per day

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
14. SOW Page 14 Subparagraph 7.4.1 Contractor Provided Uniforms	Contractor must furnish and provide uniforms and identification for all employees. Employees must wear identical uniforms while providing services to County.	None	Observation	\$50 per occurrence
15. SOW Page 15 Subparagraph 7.4.2 Equipment/Accessories	Contractor must provide all armed and unarmed employees with equipment and accessories and armed employees with weapons as specified in Subparagraphs 7.4.3 a and 7.4.3.b of the Statement of Work.	None	Observation	\$50 per occurrence
16. SOW Page 17 Subparagraph 7.4.3 Vehicles	Contractor must provide vehicles to its supervisory staff to enable them to make rounds of inspections, site visits, and perform supervisory functions at the various facilities.	None	Observation & inspection of work schedules	\$50 per occurrence
17. SOW Page 18 Subparagraph 7.5	Contractor shall respond to calls received by the answering service within two (2) hours of receipt of County Call.	None	Observation	\$25 per hour beyond the two (2) hours turnaround time.
18. SOW Page 18 Subparagraph 7.5	Contractor shall respond immediately to an emergency call.	None	Observation	\$25 per every 15 minutes call not responded to.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
19. SOW Page 19 Subparagraph 8.1.1 General Requirements and Qualifications	Contractor employees must possess basic writing skills and computer knowledge for note taking and completing report forms, ability to work and communicate with public and County employees and accept responsibility and work independently.	None	Observation & random and scheduled inspection of reports	\$50 per occurrence per employee
20. SOW Page 19 Subparagraph 8.1.2 General Requirements and Qualifications	Contractor employees must have satisfactorily completed California training requirements for security officers.	None	Observation & inspection of reports	\$50 per occurrence per employee
21. SOW Page 19 Subparagraph 8.1.3 General Requirements and Qualifications	Contractor employees must be over 18 to work under this Agreement.	None	Inspection of employee files	\$50 per occurrence per employee
22. SOW Page 19 Subparagraph 8.1.4 General Requirements and Qualifications	Contractor employees must have a working knowledge of pertinent California Penal Code sections (i.e., power of arrest, etc.)	None	Observation & inspection of employee files	\$50 per occurrence per employee
23. SOW Page 19 Subparagraph 8.1.5 General Requirements and Qualifications	Contractor employees must keep current and have the proper certificates and licenses as specified in the Statement of Work	None	Inspection of employee files, reports	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
24. SOW Page 19 Subparagraph 8.1.6 General Requirements and Qualifications	Contractor employees must be in good physical condition and must be able to carry out all specified work requirements.	None	Observation and inspection of employee files and management reports	\$50 per occurrence per employee
25. SOW Page 19 Subparagraph 8.2.1 General Performance Requirements	Contractor security employees shall not eat, read, or use personal radios, cell phones, televisions, any kind of electronic entertainment devices and CD players at their posts at any time.	None	Observation & inspection	\$50 per occurrence per employee
26. SOW Page 20 Subparagraph 8.2.2 General Performance Requirements	Contractor security employees shall remain awake, alert and attentive during their shifts	None	Observation & random site visits	\$50 per occurrence per employee
27. SOW Page 20 Subparagraph 8.2.3 General Performance Requirements	Contractor security employees shall be attired in full uniform at all times.	None	Observation & inspection	\$50 per occurrence per employee
28. SOW Page 20 Subparagraph 8.2.4 General Performance Requirements	Contractor security employees shall not use or borrow County materials or equipment, or items owned by County employees, such as radios, heaters, fans, etc.	None	Observation & random site inspection	\$50 per occurrence per employee
29. SOW Page 20 Subparagraph 8.2.5 General Performance Requirements	Contractor security employees shall not leave their assigned posts until properly relieved.	None	Observation & inspection of timesheets, management reports & random site visit	\$100 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
30. SOW Page 20 Subparagraph 8.2.6 General Performance Requirements	Contractor security employees shall not use any County telephones except for Work related matters.	None	Observation & inspection	\$50 per occurrence per employee
31. SOW Page 20 Subparagraph 8.2.7 General Performance Requirements	Contractor security employees shall present businesslike demeanor at all times. Excessive socializing with public, County employees and other Contractor employees during assigned work hours is discouraged.	None	Observation & random site visits	\$50 per occurrence per employee
32. SOW Page 20 Subparagraph 8.2.8 General Performance Requirements	Contractor security employees shall maintain their work area in a neat and presentable manner.	None	Observation & inspection	\$50 per occurrence per employee
33. SOW Page 20 Subparagraph 8.2.10 General Performance Requirements	Contractor security employees shall have a good working knowledge of self-defense and public restraint procedures	None	Observation	\$50 per occurrence per employee
34. SOW Page 20 Subparagraph 8.2.11 General Performance Requirements	Contractor security employees shall react quickly and take command of emergency situations and use sound judgment and discretion in handling unruly or trespassing members of the public.	None	Observation & random site inspection	\$50 per occurrence per employee
35. SOW Page 20 Subparagraph 8.2.12 General Performance Requirements	Contractor security employees shall be punctual and have regular attendance if assigned to long-term posts.	None	Observation & inspection of timesheets & random site visit	\$100 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
36. SOW Page 20 Subparagraph 8.2.12 General Performance Requirements	Contractor shall inform County of assigned Contractor security employees who are going to be late for work or out ill for the day prior to the start of the shift, and must provide substitute employee from pool within one hour of scheduled shift start time.	None	Observation & inspection of timesheets	\$100 per occurrence + \$25/hr after one hour substitute guard turnaround time
37. SOW Page 21 Subparagraph 8.2.13 General Performance Requirements	Contractor security employees may not bring visitors, personal weapons, or contraband into County facilities.	None	Observation & random site visits	\$100 per occurrence per employee
38. SOW Page 21 Subparagraph 8.3.1 Security Officer Tasks and Duties	Sign in and out each day. Contractor staff must report to work on time and hold over on assigned duties until relieved.	None	Observation & inspection of time sheets and random site visits	\$100 per occurrence per employee
39. SOW Page 21 Subparagraph 8.3.2 Security Officer Tasks and Duties	Operate weapon screening equipment, including x-ray machine and magnetometers. both screen-operated and hand-held.	None	Observation & random site visit	\$50 per occurrence per employee
40. SOW Page 21 Subparagraph 8.3.4 Security Officer Tasks and Duties	Detain individuals for further investigation or arrest where circumstances and conditions warrant such action.	None	Observation & review of written incident and other management reports	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
41. SOW Page 21 Subparagraph 8.3.5 Security Officer Tasks and Duties	Intervene when necessary to stop injurious acts, conduct searches for weapons and contraband, and provide details on individuals for investigations, detention or arrest.	None	Observation & review of written incident reports and other management reports	\$50 per occurrence per employee
42. SOW Page 21 Subparagraph 8.3.6 Security Officer Tasks and Duties	Visually screen and prepare written records of contents of packages and parcels carried in and out of County facility. Ensure transmittal forms accompany materials and maintain copy of such forms.	None	Observation and review of transmittal forms and reports	\$50 per occurrence
43. SOW Page 21 Subparagraph 8.3.7 Security Officer Tasks and Duties	Investigate questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.	None	Observation & review of incident reports	\$50 per occurrence
44. SOW Page 22 Subparagraph 8.3.8 Security Officer Tasks and Duties	Answer questions and provide escort services as needed to public.	None	Observation & random site visit	\$50 per occurrence per employee
45. SOW Page 22 Subparagraph 8.3.9 Security Officer Tasks and Duties	Verify the security of safes and areas where equipment or items of value are stored.	None	Observation & review of written incident reports and other management reports	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
46. SOW Page 22 Subparagraph 8.3.10 Security Officer Tasks and Duties	Lock and unlock gates and doors as directed.	None	Observation & site inspection & review of reports	\$50 per occurrence per employee
47. SOW Page 22 Subparagraph 8.3.11 Security Officer Tasks and Duties	Reduce or turn off facility lights and close window coverings as directed.	None	Observation & site inspection & review of reports	\$50 per occurrence per employee
48. SOW Page 22 Subparagraph 8.3.12 Security Officer Tasks and Duties	Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas; detain unidentified or unauthorized individuals. Visually inspect persons for proper identification and requires such individuals to sign in and sign out of facility.	None	Observation & review of incident reports	\$100 per occurrence
49. SOW Page 22 Subparagraph 8.3.13 Security Officer Tasks and Duties	Raise and lower flags at designated times.	None	Observation & random site visit	\$50 per occurrence
50. SOW Page 22 Subparagraph 8.3.14 Security Officer Tasks and Duties	Respond to reports of ill or injured visitors or employees; render first aid and notify Branch Supervisor if additional help required.	None	Observation & review of written incident reports	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
51. SOW Page 22 Subparagraph 8.3.15 Security Officer Tasks and Duties	Relay reports of bomb threats immediately to Branch Supervisor; participate in bomb searches organized by the County's security unit or other law enforcement agency.	None	Observation & review of written incident reports	\$50 per occurrence per employee
52. SOW Page 22 Subparagraph 8.3.16 Security Officer Tasks and Duties	Respond to scene of locally activated fire, burglary, or other alarms; evaluate situation, take appropriate action..	None	Observation & review of written incident reports	\$50 per occurrence per employee
53. SOW Page 22 Subparagraph 8.3.17 Security Officer Tasks and Duties	Monitor alarm systems and electronic surveillance equipment.	None	Observation & review of incident reports	\$50 per occurrence
54. SOW Page 22 Subparagraph 8.3.18 Security Officer Tasks and Duties	Report all after hours emergency situations that may involve potential injury or damage to the appropriate agency (local fire or police), Contractor Supervisor. Prepare written incident report and submit to Branch Supervisor	None	Observation & review of written incident reports and reports prepared by other agencies	\$50 per occurrence
55. SOW Page 22 Subparagraph 8.3.19 Security Officer Tasks and Duties	Receive training in use of County provided radio equipment, including knowledge of appropriate codes, and ensure that equipment is properly used and maintained.	None	Observation & inspection	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
56. SOW Page 23 Subparagraph 8.3.20 Security Officer Tasks and Duties	Patrol facility as required.	None	Observation & random inspections & review of reports	\$50 per occurrence
57. SOW Page 23 Subparagraph 8.3.21 Security Officer Tasks and Duties	Possess working knowledge of assigned facility and knowledge of procedures for reporting hazardous conditions.	None	Observation & review of written incident reports	\$50 per occurrence
58. SOW Page 23 Subparagraph 8.3.22 Security Officer Tasks and Duties	Monitor parking as directed.	None	Observation & random site visits	\$50 per occurrence
59. SOW Page 23 Subparagraph 8.3.23a Security Officer Tasks and Duties – Handling Weapons and Batons	Shall not store any weapons, including firearms, firearm accessories, batons, or ammunition at any County facility.	None	Observation & random inspection & written incident reports	\$100 per occurrence
60. SOW Page 23 Subparagraph 8.3.23b Security Officer Tasks and Duties – Handling Weapons and Batons	Shall not remove firearms, batons, and other weapons/weapon accessories from their persons, or leave such items unattended at any County facility unless under extreme emergency.	None	Observation & inspection & written incident reports	\$200 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
61. SOW Page 23 Subparagraph 8.3.23d Security Officer Tasks and Duties – Handling Weapons and Batons	Contractor will be liable for any damage or injury resulting from accidental discharge of Contractor employee firearm. Incident report must be completed and submitted to County within one hour of incident	None	Observation & review of incident report	\$200 per occurrence + \$50/hr for late submission of incident report.
62. SOW Page 23 Subparagraph 8.3.23e Security Officer Tasks and Duties – Handling Weapons & Batons	Shall not remove and clean firearms at any County facility at any time.	None	Observation & inspection & review of written incident reports	\$200 per occurrence per employee
63. SOW Page 23 Subparagraph 8.3.23f Security Officer Tasks and Duties – Handling Weapons & Batons	Shall not bring in and use unauthorized weapons, holsters, and ammunition in any County facility at any time.	None	Observation & random site visits & written incident reports	\$200 per occurrence per employee
64. SOW Page 24 Subparagraph 8.3.23g Security Officer Tasks and Duties – Handling Weapons and Batons	Report the loss, theft, or misuse of any weapon, baton, belt or ammunition to County Project Manager and Branch Supervisor immediately.	None	Observation & incident reports	\$200 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
65. SOW Page 24 Subparagraph 8.3.23h Security Officer Tasks and Duties – Handling Weapons and Batons	Fully cooperate (submit documentation upon request, allow staff interview) with County during administrative investigation of misuse of authority or violation of firearm regulations by Contractor's personnel.	None	Interview, inspection of documents & written incident reports	\$200 per occurrence per employee
66. SOW Page 24 Subparagraph 8.3.23i,j Security Officer Tasks and Duties – Handling Weapons and Batons	Maintain all weapons and ammunition and accessories in good working order. Shall be subject to inspection by County personnel at any time.	None	Observation & random and scheduled inspections	\$200 per occurrence
67. SOW Page 24, 25 Subparagraphs 8.4.1, 8.4.4, 8.4.5, 8.4.8, 8.4.9 Supervising Security Officer Tasks and Duties	Provide direction and instruction to post and/or patrolling security officers by making daily rounds of assigned County facilities and observing Contractor security personnel at work.	None	Observation & scheduled & random site visits	\$100 per occurrence per supervisor
68. SOW Page 24, 25 Subparagraphs 8.4.2, 8.4.10 Supervising Security Officer Tasks and Duties	Immediately respond to on-site emergencies, provide support as needed.	None	Observation & incident reports	\$100 per occurrence
69. SOW Page 24 Subparagraph 8.4.3 Supervising Security Officer Tasks and Duties	Provide training to security officers under his/her supervision and ensure each officer fully understands the duties and services to be provided, prior to beginning work.	None	Observation & inspection of training records & Interview	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
70. SOW Page 25 Subparagraph 8.4.6 Supervising Security Officer Tasks and Duties	Ensure that assigned staff coverage at each facility is appropriate and adequate to meet County's requirements.	None	Observation & inspection of log sheets and management reports & random inspections	\$100 per occurrence
71. SOW Page 25 Subparagraph 8.4.11 Supervising Security Officer Tasks and Duties	Conduct investigations and prepare reports as appropriate	None	Inspection of incident & management reports	\$50 per occurrence per supervising security officer
72. SOW Page 25 Subparagraph 8.4.13 Supervising Security Officer Tasks and Duties	Be in full uniform at all times, including jacket when appropriate.	None	Observation & inspection	\$50 per occurrence per supervising security officer
73. SOW Page 25 Subparagraph 8.5.1 Contractor Employee Work Hours	Contractor must monitor number of hours worked by each security officer and supervising security officer to ensure none works more than 24 hours of overtime a week on any other County assignment or outside employment.	None	Observation & review of log sheets & random site visits	\$200 per occurrence per employee
74. SOW Page 25 Subparagraph 8.5.2 Contractor Employee Work Hours	Security officers and supervising security officers who use employment with Contractor on this Agreement as "second job" must be limited to 24 hours/week.	None	Review of log sheets	\$200 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
75. SOW Page 26 Paragraph 8.5.3 Contractor Employee Work Hours	Contractor must comply with Labor Code Sections 1811 through 1815 regarding payment of overtime for employees providing services under this Agreement.	None	Review log sheets & research State Labor Commission records	\$100 per occurrence per employee + report to State Labor Commission if not remedied.
76. SOW Page 26 Subparagraph 9.1 Monthly Inspection Report	Maintain monthly inspection reports for each location, stating whether Contractor employees are in compliance with Agreement, any violations found, and corrective action taken. To be submitted to County by the 10 th day of the following month.	None	Review of report	\$50 per day late
77. SOW Page 26 Subparagraph 9.2 Log Sheets	Maintain weekly log sheets at each post for employee sign-in and sign-out. Note time and briefly describe out of ordinary events.	None	Review of report	\$100 per day late
78. SOW Page 27 Subparagraph 9.3 Incident Reports	Contractor personnel shall immediately report any incidents involving firearm discharge, bodily injury, fire, theft, and incidents that involve fire, law enforcement and health officials to County Branch Supervisor, followed by written reports to the Branch Supervisor and County Project Manager. Written reports due at end of shift, or if after hours, the next morning.	None	Review of log sheets & written incident report & report from other agencies re. incidents.	\$100 per day late.

EXHIBIT C

CONTRACTOR FEES



REGION 4

LOS ANGELES COUNTY SUPERIOR COURT

Pricing Sheet

For

Central Arraignment Courts, Central Civil West, Stanley Mosk Courthouse, Clara Shortridge Foltz Criminal Justice Center, Metropolitan Courthouse, And Hollywood Courthouse,.

REQUIRED FORMS – EXHIBIT 11

BIDDER'S SHEET

Page 1 of 2

Bidder must include the hourly billing rates and the actual payment rates for armed and unarmed security guards and supervisors for the Original Term and all Option Terms. Bidder must consider all requirements listed in Appendix B (Statement of Work) and past experience providing the same type of services to other clients to determine its proposal costs. These rates will remain firm and fixed for the duration of the Agreement.

BID SHEET SUMMARY FOR SECURITY GUARD SERVICES

ORIGINAL TERM YEAR 1		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	17.83	12.35
Security Officer, Unarmed	15.89	11.00
Supervisor	18.05	12.50
ORIGINAL TERM YEAR 2		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	18.28	12.65
Security Officer, Unarmed	16.29	11.28
Supervisor	18.50	12.81
ORIGINAL TERM YEAR 3		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	18.74	12.97
Security Officer, Unarmed	16.70	11.56
Supervisor	18.96	13.13
OPTION TERM YEAR 1		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	19.21	13.29
Security Officer, Unarmed	17.12	11.85
Supervisor	19.44	13.46

REQUIRED FORMS - EXHIBIT 11

BIDDER'S SHEET

Page 2 of 2

OPTION YEAR 2		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	19.69	13.62
Security Officer, Unarmed	17.55	12.14
Supervisor	19.93	13.79
6 MONTHS		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	20.18	13.96
Security Officer, Unarmed	17.99	12.44
Supervisor	20.43	14.13



REGION 6

LOS ANGELES COUNTY SUPERIOR COURT.

Pricing Sheet

For

Pomona North, Pomona South, West Covina Courthouse, Whittier Courthouse, S T A R
S Center, Downey Courthouse, Norwalk Courthouse, Records & Identification Bureau,
El Monte Courthouse And Los Padrinos Juvenile Court.

REQUIRED FORMS – EXHIBIT 11

BIDDER'S SHEET

Page 1 of 2

Bidder must include the hourly billing rates and the actual payment rates for armed and unarmed security guards and supervisors for the Original Term and all Option Terms. Bidder must consider all requirements listed in Appendix B (Statement of Work) and past experience providing the same type of services to other clients to determine its proposal costs. These rates will remain firm and fixed for the duration of the Agreement.

BID SHEET SUMMARY FOR SECURITY GUARD SERVICES

ORIGINAL TERM YEAR 1		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	17.83	12.35
Security Officer, Unarmed	15.89	11.00
Supervisor	18.05	12.50
ORIGINAL TERM YEAR 2		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	18.28	12.65
Security Officer, Unarmed	16.29	11.28
Supervisor	18.50	12.81
ORIGINAL TERM YEAR 3		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	18.74	12.97
Security Officer, Unarmed	16.70	11.56
Supervisor	18.96	13.13
OPTION TERM YEAR 1		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	19.21	13.29
Security Officer, Unarmed	17.12	11.85
Supervisor	19.44	13.46

REQUIRED FORMS – EXHIBIT 11

BIDDER'S SHEET

Page 2 of 2

OPTION YEAR 2		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	19.69	13.62
Security Officer, Unarmed	17.55	12.14
Supervisor	19.93	13.79
6 MONTHS		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Security Officer, Armed	20.18	13.96
Security Officer, Unarmed	17.99	12.44
Supervisor	20.43	14.13

CONTRACTOR'S EEO CERTIFICATION

Exhibits for Agreement

CONTRACTOR'S EEO CERTIFICATION

SECURITAS SECURITY SERVICES USA, Inc.
Contractor Name
3325 WILSHIRE BLVD., #1100
Address
LOS ANGELES, CA 90010
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

DANIEL MITCHELL - BRANCH MANAGER
Authorized Official's Printed Name and Title
Daniel Mitchell
Authorized Official's Signature
10-23-07
Date

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- E1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
- E2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

**AGREEMENT FOR
AS-NEEDED SECURITY GUARD SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Exhibits for Agreement

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR
AS-NEEDED SECURITY GUARD SERVICES

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Exhibits for Agreement

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____